



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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July 8, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT NO. 4 TO AGREEMENT NO. 70911 WITH
UNICCO SERVICE COMPANY FOR THE PLANT MAINTENANCE AND REPAIR
SERVICES AT THREE COMPREHENSIVE HEALTH CENTERS
(1st and 2nd Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair to sign the attached Amendment No. 4 to Agreement No. 70911 with UNICCO Service Company for the provision of plant maintenance and repair services at three Department of Health Services' Comprehensive Health Centers, El Monte, H. Claude Hudson, and Edward R. Roybal, to extend the term of the agreement for six months, effective August 1, 2004 through January 31, 2005, at an estimated net County cost of \$843,140, an increase of 15.8%, for the six-month period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving this action, the Board is authorizing the continued provision of plant maintenance and repair services by UNICCO Service Company (UNICCO) at three of the

The Honorable Board of Supervisors
July 8, 2004
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Department of Health Services' (DHS or Department) Comprehensive Health Centers (CHCs), El Monte, H. Claude Hudson (Hudson), and Edward R. Roybal (Roybal), for a period of six months.

The Department has been contracting out plant maintenance and repair services under provisions of County Code 2.121.250 et seq., "Contracting with Private Businesses" (Proposition A) since October 1987. Contracting for these services was originally found to be cost effective and operationally feasible, and continues to be so.

The current agreement is slated to expire on July 31, 2004.

FISCAL IMPACT/FINANCING:

The estimated total net County cost during the extension period, from August 1, 2004 through January 31, 2005, is \$843,140, which represents an increase of 15.8%.

Funding is included in the Fiscal Year (FY) 2004-05 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

Plant maintenance and repair services are defined as routine, recurring, and usual work for the preservation, protection and keeping of DHS facilities in a safe and continually useable condition. Facilities include buildings, structures, ground facilities, utility systems, and real property. These services include, but are not limited to, carpentry, electrical, air conditioning, heating, painting of interior surfaces, plumbing, glazing and other craft work, including repair, cleaning and other operations on machinery and equipment attached to the building or property.

On July 29, 1997, the Board approved an agreement with UNICCO as a result of a RFP competitive selection process initiated in November 1996. Subsequent amendments provided for the expansion of services for extended clinic hours and Saturday services (Amendment No. 1), language and term extensions (Amendment No. 2), and increased maximum obligation (Amendment No. 3).

Amendment No. 4, which contains an increase of 15.8% for six months, will allow UNICCO to continue providing plant maintenance and repair services to the CHCs.

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The agreement may be terminated at any time by the County with thirty (30) days advance written notice to the contractor.

Existing County policy and procedures require the timely submission of contracts for Board approval. However, this request for approval of the amendment was not scheduled for placement on the Board's agenda three weeks prior to its effective date as required because of extensive contract negotiations.

Attachment A provides additional information.

The attached amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS:

UNICCO was selected following a RFP competitive solicitation process conducted by the Department in November 1996. The Board approved a five-year contract on July 29, 1997. At that time, the Board also made a finding that plant maintenance and repair services could be performed more economically by contracting with the private sector. The Department has determined that under this Agreement, these services remain cost effective.

This Amendment is for six months only to allow for the completion of an analysis by LAC+USC Healthcare Network (LAC+USC) and the Auditor-Controller to determine whether, given present day circumstances, e.g., equipment configuration, personnel allocation, etc., it would be more economically feasible for LAC+USC to provide plant maintenance and repair services to these three CHCs. The Department will also evaluate the need for a Request for Proposals in the event the analysis indicates that keeping such services within the Department is not fiscally viable.

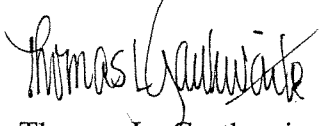
IMPACT ON CURRENT SERVICES (OR PROJECTS):

The recommended amendment will ensure the continued provision of plant maintenance and repair services at the three CHCs.

The Honorable Board of Supervisors
July 9, 2004
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When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite". The signature is written in a cursive style with a large, stylized "T" and "G".

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:rm

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor Controller

BLETC3475.RM

SUMMARY OF AGREEMENT

1. **TYPE OF SERVICE:**

Plant maintenance and repair services at the Department of Health Services LAC+USC Health Centers Networks three Comprehensive Health Centers, El Monte, H. Claude Hudson, and Edward R. Roybal.

2. **AGENCY ADDRESS AND CONTACT PERSON:**

UNICCO Service Company
Vantage Court North
Somerset, New Jersey 08873
Attention: Mr. Kevin M. King
Telephone: (732) 271-6007

3. **TERM:**

The term of the agreement is effective August 1, 2004 through January 31, 2005.

4. **FINANCIAL INFORMATION:**

The estimated total net County cost during the extension period from August 1, 2004 through January 31, 2005, is \$843,140, an increase of 15.8%.

Funding is included in the Fiscal Year (FY) 2004-05 Adopted Budget and will be requested as a continuing appropriation in future fiscal years' budgets.

5. **PROGRAM INFORMATION:**

The amendment will allow for the continued provision of essential plant maintenance and repair services at the three CHCs.

6. **APPROVALS:**

LAC+USC Healthcare Network: Pete Delgado, CEO

Contract Administration: Irene E. Riley, Director

County Counsel (approval as to form): Kelly M. Auerbach Hassel

Contract No. 70911

AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES

AMENDMENT NO. 4

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

UNICCO SERVICE COMPANY
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"AGREEMENT FOR MAINTENANCE AND REPAIR SERVICES", dated July 29,
1997, further identified as County Agreement No. 70911 and
Amendment Nos. 1 through 3 thereto (all hereafter "Agreement")
and;

WHEREAS, Agreement is slated to expire on July 31, 2004; and
it is the desire of the parties to extend the term of Agreement,
and make the changes described hereafter; and

WHEREAS, said the Agreement provides that changes may be made
in the form of a written amendment which is formally approved and
executed by both parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective on August 1, 2004.
2. Paragraph 1, TERM AND TERMINATION, of the body of
Agreement shall be amended to add Subparagraph G to read as
follows:

"G. Notwithstanding any other provision of this Paragraph 1, the term of this Agreement shall be extended beginning August 1, 2004 and unless sooner canceled or terminated as provided, shall continue in full force and effect to midnight January 31, 2005. During the extended term (August 1, 2004 through January 31, 2005), Contractor shall be compensated as specified for Maintenance and Repair Services, as set forth in Exhibit B (Billing and Payment).

In any event, this Agreement may be terminated at any time by County, with or without cause, upon the giving of at least thirty (30) calendar days advance written notice to the other."

3. Schedule I-B, (Contractor's Line Item Budgets) shall be revised and replaced with a new Schedule I-C, attached hereto and incorporated herein by reference, effective August 1, 2004 through January 31, 2005. This new Schedule I-C also reflects the new 6-month period Basic Monthly Charge.

4. Paragraph 3, MAXIMUM OBLIGATION OF COUNTY of the body of Agreement shall be amended to read:

"3. MAXIMUM OBLIGATION OF COUNTY: The maximum obligation of County for Contractor's performance during the term set forth in Paragraph 1G above, shall not exceed Eight Hundred Forty-Three Thousand, One Hundred Forty Dollars (\$843,140).

If sufficient monies other than the maximum obligation monies under this agreement are available, and upon Director's specific approval, County may require additional services as described below, including alterations and improvements, and authorize payments not to exceed ten percent (10%) of above County's maximum obligation."

5. Paragraph 35, TERMINATION FOR CONVENIENCE of the body of Agreement shall be amended to read:

"35. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

(1) Stop services under this Agreement on the date and to the extent specified in such Notice of Termination; and

(2) Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Agreement, in accordance with Paragraph 10, Records and Audits, herein, retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Agreement in respect to the termination of services hereunder."

6. Paragraph 57, CONTRACTOR'S RESPONSIBILITY AND DEBARMENT of the body of Agreement shall be amended to read:

"57. CONTRACTOR'S RESPONSIBILITY AND DEBARMENT :

A. A responsible contractor is a contractor who has demonstrated the attributed of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's

policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement, or other contracts, which indicates that Contractor is not responsible, County may or otherwise in addition to other remedies provided under this Agreement, debar Contractor from bidding on County contracts for a specified period of time not to exceed there (3) years, and terminate this Agreement and any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of this Agreement or other contract with County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County or any public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor to the scheduled date for a debarment hearing before County's Contractor Hearing Board.

E. County's Contractor Hearing Board will conduct a hearing where evidence on proposed debarment is presented. Contractor or Contractor's representative, or both, shall be given an opportunity to submit evidence at that hearing. After the hearing, County's Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and Director shall be provided an opportunity to object to the proposed decision prior to its presentation to County's Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of County's Contractor Hearing Board shall be presented to County's Board of Supervisors, County's Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of County's Contractor Hearing Board.

G. These terms shall also apply to any subcontractors of Contractor, vendor, or principal owner of Contractor, as defined in Chapter 2.202 of the County Code."

7. Paragraph 49, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM of the body of Agreement shall be amended to read:

"49. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County purchase orders and/or contracts are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. section 653a) and California Unemployment Insurance Code section 1088.55, and shall

implement all lawfully served Wage and Earnings
Withholding Orders or Child Support Services Department
Notices of Wage and Earnings Assignment for Child or
Spousal Support, pursuant to Code section 5246 (b)."

8. Paragraph 62, TERMINATION FOR BREACH OF WARRANTY TO
MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM
of the body of Agreement shall be amended to read:

"62. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM :
Failure of Contractor to maintain compliance with the
requirements set forth in the Contractor's Warranty of
Adherence to County's Child Support Compliance Program
Paragraph immediately above, shall constitute a default by
Contractor under this Agreement. Without limiting the rights
and remedies available to County under any other provision of
this Agreement, failure of Contractor to cure such default
within ninety (90) calendar days of written notice by County
shall be grounds upon which County may terminate this
Agreement pursuant to the Termination for Default Paragraph
of this Additional Provisions attachment to the Agreement and
pursue debarment of Contractor pursuant to County Code
Chapter 2.02."

9. Paragraph 63, SAFELY SURRENDERED BABY LAW, shall be added
to Agreement as follows:

"63. SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to each of its officers, employees, and agents, and shall require that each of Contractor's subcontractors providing services under this Agreement also notify and provide to each of its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing and review purposes. Further, Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used."

10. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

This facsimile transmission indicates UNICCO's intent to enter into a contact extension in substantially this form. UNICCO will not be bound until it provides the original signature page.

ATTEST:

UNICCO Service Company
Contractor

VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of the County of Los Angeles

By: David G. Alletay
Title: VICE PRESIDENT

By: _____
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

By: _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By: _____
Irene E. Riley, Director
Contract Administration

APPROVED AS TO PROGRAM:

Department of Health Services

By: _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

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RB: 4/22/04

SCHEDULE I-C

CONTRACTOR'S LINE ITEM BUDGETS - SUMMARY OF COSTS

EL MONTE, EDWARD R. ROYBAL, AND H. CLAUDE HUDSON
COMPREHENSIVE HEALTH CENTERS

August 1, 2004 THROUGH January 31, 2005

	<u>6-Month Period</u>
El Monte CHC	\$ <u>281,582</u>
Edward R. Roybal CHC	\$ <u>279,978</u>
H. Claude Hudson CHC	\$ <u>281,580</u>
Total Amount	\$ <u><u>843,140</u></u>
Basic Monthly Charge	\$ <u>140,523</u>

DHS MAINTENANCE AND REPAIR SERVICES AT EL MONTE CHC

CONTRACTOR'S 6-MONTH LINE ITEM BUDGET

DIRECT COSTS

BUDGETED COSTS

- Labor (Management/Staffing)

- Salaries and Wages

\$ 172,650

- Employee Benefits

13,647

- Health Insurance

18,950

Subtotal Labor

\$ 205,247

- Services and Supplies (S&S)

- Services and Supplies

\$ 25,655

- Materials

26,708

- Other S&S (specify)

- 0 -

Subtotal Services and Supplies

\$ 52,363

- Equipment (1)

- New

\$ 1,250

- Replacement

500

- Lease

500

- Installation (if any)

- 0 -

- Other (specify)

- 0 -

Subtotal Equipment

\$ 2,250

LINE ITEM BUDGET - DHS MAINTENANCE AND REPAIR SERVICES

AT EL MONTE CHC (Cont'd)

- Other Direct Costs

- Utilities \$- 0 -
- Maintenance - 0 -
- Alterations and Repair
(if any) - 0 -
- Other (specify) - 0 -

Subtotal Other Direct Costs \$ - 0 -

- Start-up Costs \$ - 0 -

Total Direct Costs \$ 259,860

INDIRECT COSTS

- General and Administrative
(Overhead) \$ 15,780
- Management Support Costs
(if applicable) - 0 -
- Gross Profit/Fee (specify) 5,942

Total Indirect Costs \$ 21,722

GRAND TOTAL DIRECT AND INDIRECT COSTS/
EXPENSES (FIXED REIMBURSEMENT AMOUNT) \$ 281,582

PER HOUR RATE FOR EXTRA HOURS AMOUNT(2) S.T. \$ 77.80 O.T. \$ 119.20

DHS MAINTENANCE AND REPAIR SERVICES AT ROYBAL CHC

CONTRACTOR'S 6-MONTH LINE ITEM BUDGET

DIRECT COSTS

BUDGETED COSTS

- Labor (Management/Staffing)

• Salaries and Wages	\$ 172,650
• Employee Benefits	13,647
• Health Insurance	18,950

Subtotal Labor \$ 205,247

- Services and Supplies (S&S)

• Services and Supplies	\$ 24,049
• Materials	26,708
• Other S&S (specify)	- 0 -

Subtotal Services and Supplies \$ 50,757

- Equipment(1)

• New	\$ 1,250
• Replacement	500
• Lease	500
• Installation (if any)	- 0 -
• Other (specify)	- 0 -

Subtotal Equipment \$ 2,250

LINE ITEM BUDGET - DHS MAINTENANCE AND REPAIR SERVICES

AT ROYBAL CHC (Cont'd)

- Other Direct Costs

- Utilities \$ - 0 -
- Maintenance - 0 -
- Alterations and Repair
(if any) - 0 -
- Other (specify) - 0 -

Subtotal Other Direct Costs \$ - 0 -

- Start-up Costs \$ - 0 -

Total Direct Costs \$258,254

INDIRECT COSTS

- General and Administrative
(Overhead) \$ 15,780
- Management Support Costs
(if applicable) - 0 -
- Gross Profit/Fee (specify) 5,942

Total Indirect Costs \$ 21,722

GRAND TOTAL DIRECT AND INDIRECT COSTS/
EXPENSES (FIXED REIMBURSEMENT AMOUNT) \$ 279,976

PER HOUR RATE FOR EXTRA HOURS AMOUNT(2) S.T. \$ 77.80 O.T. \$ 119.20

DHS MAINTENANCE AND REPAIR SERVICES AT HUDSON CHC

CONTRACTOR'S 6-MONTH LINE ITEM BUDGET

DIRECT COSTS

BUDGETED COSTS

- Labor (Management/Staffing)	
• Salaries and Wages	\$ 172,650
• Employee Benefits	13,647
• Health Insurance	18,950
Subtotal Labor	\$ 205,247
- Services and Supplies (S&S)	
• Services and Supplies	\$ 25,655
• Materials	26,708
• Other S&S (specify)	- 0 -
Subtotal Services and Supplies	\$ 52,363
- Equipment (1)	
• New	\$ 1,250
• Replacement	500
• Lease	500
• Installation (if any)	- 0 -
• Other (specify)	- 0 -
Subtotal Equipment	\$ 2,250

LINE ITEM BUDGET - DHS MAINTENANCE AND REPAIR SERVICES

AT HUDSON CHC (Cont'd)

- Other Direct Costs

- Utilities \$ - 0 -
- Maintenance - 0 -
- Alterations and Repair
(if any) - 0 -
- Other (specify) - 0 -

Subtotal Other Direct Costs \$ - 0 -

- Start-up Costs \$ - 0 -

Total Direct Costs \$ 259,860

INDIRECT COSTS

- General and Administrative
(Overhead) \$ 15,780
 - Management Support Costs
(if applicable) - 0 -
 - Gross Profit/Fee (specify) 5,942
- Total Indirect Costs \$ 21,722

GRAND TOTAL DIRECT AND INDIRECT COSTS/
EXPENSES (FIXED REIMBURSEMENT AMOUNT) \$ 281,582

PER HOUR RATE FOR EXTRA HOURS AMOUNT(2) S.T. \$ 77.80 O.T. \$ 119.20

DHS MAINTENANCE AND REPAIR SERVICES (Cont'd)

- (1) The costs of any equipment to be acquired by Contractor by purchase or lease shall be depreciated fully on a straight line basis over the period from the date of acquisition by Contractor to and including the expiration date of any resultant contract. Only the first contract year costs, i.e., 18 months of depreciation (equipment) is shown on the Line Item Budget.
- (2) The County reserves the option to provide these services or to obtain these services from another vendor.

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